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June 12, 2014

Via Facsimile to 405-525 6675

Charles A. Shadid
Charles A. Shadid, LLC
1901 Classen Blvd., Suite 222
Oklahoma City, OK 73106

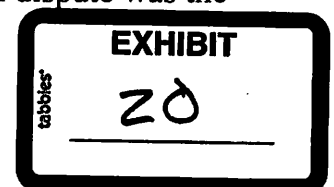
Re: Insured: Charles A. Shadid, LLC
Claim #: PR1200037375
Date of Loss: 5/31/2103
Our File #: 125.131880

Dear Mr. Shadid:

Thank you for your letter dated December 13, 2013. Aspen will conduct the Examination Under Oath on January 16, 2014 beginning at 9:30 a.m. at your office located at 1901 Classen Blvd., Suite 222, Oklahoma City, OK.

I will also attempt to clarify, again, what appears to be a misunderstanding on your part of the current status of the claim and Aspen's investigation. As I indicated in my previous letter, Aspen's policy only affords coverage for property damage which occurs during the policy period. Damages or conditions that existed with respect to property prior to the inception of the policy are not covered. I quoted this policy language for you in my previous letter. Please note that this is not exclusionary language, rather, this is the initial and most basic threshold that must be satisfied in order to demonstrate that there is coverage under the policy for any item of damage.

Your letter states that you provided me with a copy of an opinion in a case entitled *Clint Duty and Polly Duty v. Farmers Mutual Fire Insurance Company*. No appellate opinion was attached. The document that was actually provided to me is what appears to be an Oklahoma Bar Journal summary on which you rely. I was not able to locate the actual court opinion on Westlaw. The summary does not discuss any of the relevant policy provisions or facts of the case; however, it appears that the issue in dispute was the



timing of the occurrence of the damage to the air conditioning unit. Please provide me with a copy of the actual opinion or a case citation so that I can consider the opinion under the policy and facts which are applicable to this claim.

Aspen is currently in the process of evaluating the extent of damages which occurred during the policy period. In order to complete its investigation, Aspen requires information regarding the condition of the insured property as it existed prior to the issuance of the policy. The claim has never been denied. Aspen has not completed its investigation such that it is not yet in a position to affirm or deny coverage. Aspen is hopeful that you will provide all of the requested information and cooperate in the upcoming EUO.

This letter is not intended to include an exhaustive listing of all of the terms, conditions, exclusions and other provisions of the policy that may serve to limit or preclude coverage. Aspen Specialty Insurance Company is proceeding with this investigation under a complete reservation of rights, and reserves the right to address any other coverage issues that might arise in the future under the terms, conditions, exclusions and provisions of the policy. Any action taken by Aspen Specialty Insurance Company or anyone acting on their behalf concerning this loss is not to be construed as a waiver of any policy terms and conditions.

Sincerely,

s/James P. Nader

JAMES P. NADER
CHARLES R. RUMBLEY

JPN/CRR